

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
LAFAYETTE DIVISION**

BMO HARRIS BANK N.A.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 4:17-cv-00045
)	
J-LIN TRUCKING, INC. and)	
JAMES JONES,)	
)	
Defendants.)	

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff BMO HARRIS BANK N.A. (“BHB”), as assignee of General Electric Capital Corporation and GE TF Trust (Transfer Acknowledgements attached hereto collectively as **Exhibit A**) for its Complaint for Breach of Contract against Defendants J-LIN TRUCKING, INC. (“J-Lin Trucking”) and JAMES JONES (“ Mr. Jones”) alleges and states as follows:

PARTIES

1. Plaintiff BHB is a corporation and national bank association and has its principal place of business in Chicago at an office at 111 W. Monroe Street, Chicago, Illinois 60603.
2. Upon information and belief, J-Lin is a company organized and existing pursuant to the rules and laws of the State of Indiana with its principal place of business at 5110 Centerview Court, Battle Ground, Indiana 47920.
3. Upon information and belief, Mr. Jones is an individual and has a last known address of 40 Tuscany Court, Lafayette, Indiana 47905.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as there is diversity in citizenship and there is an amount in controversy that exceeds \$75,000.

5. This judicial district is proper venue for this proceeding pursuant to 28 U.S.C. §1391(b)(2), as the Defendants reside, live or do business in the Northern District of Indiana and as a substantial part of the events giving rise to the cause of action, including signing of the contracts at issue, occurred in the Northern District of Indiana.

BACKGROUND

Master Vehicle Lease Agreement 1

6. On or about December 28, 2012, J-Lin Trucking entered into a Master Vehicle Lease Agreement (hereinafter “Agreement 1”) with BHB in the total amount of \$145,340.00, attached hereto as **Exhibit B**, for the use of the following:

Year	Manufacturer	Model	Description	Serial Number
2012	Kenworth	T660-Series	121” BBC Conv Cab SBA Tractor 4X2	1XKADP9X0CJ334758

7. Pursuant to Agreement 1, J-Lin Trucking agreed to make monthly payments for the purchase of the above Equipment (hereinafter “Equipment 1”) beginning on or about January 1, 2013 for a term of 60 months.

8. Upon information and belief, J-Lin Trucking used Equipment 1 at its address located at 5110 Centerview Court, Battle Ground, Indiana 47920.

9. Pursuant to Agreement 1, J-Lin was obligated to pay a minimum monthly payment of \$2,495.16.

10. Pursuant to paragraph 17 of Agreement 1, entitled “Default,” J-Lin Trucking will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

11. Pursuant to paragraph 18 of Agreement 1, entitled “Remedies,” upon default J-Lin, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

12. On or about January 1, 2017, defaulted under the terms of Agreement 1 by failing to make the minimum monthly payment.

Master Vehicle Lease Agreement 2

13. On or about February 5, 2013, J-Lin Trucking entered into a Master Vehicle Lease (hereinafter “Agreement 2”) with BHB in the total amount of \$122,200.00, attached hereto as **Exhibit C**, for the use of the following:

Year	Manufacturer	Model	Description	Serial Number
2012	Kenworth	T700	T700	1XKFD49X3CJ322253

14. Pursuant to Agreement 2, J-Lin Trucking agreed to make monthly payments for the use of the above Equipment (hereinafter “Equipment 2”) beginning on or about March 1, 2013 for a term of 60 months.

15. Upon information and belief, J-Lin Trucking used Equipment 2 at its address located at 5110 Centerview Court, Battle Ground, Indiana 47920.

16. Pursuant to Agreement 2, J-Lin Trucking was obligated to pay a minimum monthly payment of \$3,855.62.

17. Pursuant to paragraph 17 of Agreement 2, entitled “Default”, J-Lin Trucking will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

18. Pursuant to paragraph 18 of Agreement 2, entitled “Remedies,” upon default by J-Lin Trucking, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

19. On or about January 1, 2017, J-Lin Trucking defaulted under the terms of Agreement 2 by failing to make the minimum monthly payment.

Master Vehicle Lease Agreement 3

20. On or about November 21, 2013, J-Lin Trucking entered into a Master Vehicle Lease Agreement (hereinafter “Agreement3”) with BHB in the total amount of \$135,987.00, attached hereto as **Exhibit D**, for the use of the following:

Year	Manufacturer	Model	Description	Serial Number
2014	Kenworth	T680	T680	1XKYDP9X1EJ407279

21. Pursuant to Agreement 3, J-Lin Trucking agreed to make monthly payments for the purchase of the above Equipment (hereinafter “Equipment 3”) beginning on or about January 1, 2014 for a term of 60 months.

22. Upon information and belief, J-Lin Trucking used Equipment 3 at its address located at 5110 Centerview Court, Battle Ground, Indiana 47920.

23. Pursuant to Agreement 3, J-Lin Trucking was obligated to pay a minimum monthly payment of \$2,183.40.

24. Pursuant to paragraph 17 of Agreement 3, entitled “Default,” J-Lin Trucking will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

25. Pursuant to paragraph 18 of Agreement 3, entitled “Remedies,” upon default by J-Lin Trucking, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

26. On or about January 1, 2017, J-Lin Trucking defaulted under the terms of Agreement 3 by failing to make the minimum monthly payment.

Master Vehicle Lease Agreement 4

27. On or about January 15, 2017, J-Lin Trucking entered into a Master Vehicle Lease Agreement (hereinafter “Agreement 4”) with BHB in the total amount of \$136,367.00, attached hereto as **Exhibit E**, for the use of the following:

Year	Manufacturer	Model	Description	Serial Number
2014	Kenworth	T-680	T-680	1XKYDP9X9EJ420474

28. Pursuant to Agreement 4, J-Lin Trucking agreed to make monthly payments for the use of the above Equipment (hereinafter “Equipment 4”) beginning on or about March 1, 2014 for a term of 60 months.

29. Upon information and belief, J-Lin Trucking used Equipment 4 at its address located at 5110 Centerview Court, Battle Ground, Indiana 47920.

30. Pursuant to Agreement 4, J-Lin Trucking was obligated to pay a minimum monthly payment of \$2,233.00.

31. Pursuant to paragraph 17 of Agreement 4, entitled “Default”, J-Lin Trucking will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

32. Pursuant to paragraph 18 of Agreement 4, entitled “Remedies,” upon default by J-Lin Trucking, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

33. On or about January 1, 2017, J-Lin Trucking defaulted under the terms of Agreement 4 by failing to make the minimum monthly payment.

Loan and Security Agreement 5

34. On or about June 24, 2015 J-Lin Trucking entered into a Loan & Security Agreement (hereinafter “Agreement 5”) with BHB in the total amount of \$92,688.60, attached hereto as **Exhibit F**, for the purchase of the following:

Year	Manufacturer	Model	Description	Serial Number
2012	Kenworth	T660-Series	121” BBC Conv Cab SBA Tractor 6X4	1XKAD49X8DJ338993

35. Pursuant to Agreement 5, J-Lin Trucking agreed to make monthly payments for the purchase of the above Equipment (hereinafter “Equipment 5”) beginning on or about August 1, 2015 for a term of 60 months.

36. Upon information and belief, J-Lin Trucking used Equipment 5 at its address located at 5110 Centerview Court, Battle Ground, Indiana 47920.

37. Pursuant to Agreement 5, J-Lin Trucking was obligated to pay a minimum monthly payment of \$1,544.81.

38. Pursuant to paragraph 5.1 of Agreement 5, entitled “Events of Default”, J-Lin Trucking will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BHB under this Agreement.

39. Pursuant to paragraph 5.2 of Agreement 5, entitled “Remedies,” upon default by J-Lin Trucking, BHB may “declare the indebtedness hereunder to be immediately due and payable.”

40. On or about January 1, 2017, J-Lin Trucking defaulted under the terms of Agreement 5 by failing to make the minimum monthly payment.

Continuing Guaranty 1

41. On or about December 28, 2012, Mr. Jones executed a Continuing Guaranty (“Guaranty 1”), personally and unconditionally guaranteeing J-Lin Trucking’s performance on all of its obligations to BHB. A true and accurate copy of Guaranty 1 is attached hereto as **Exhibit G**, which is incorporated herein by this reference.

Continuing Guaranty 2

42. On or about February 5, 2013, Mr. Jones executed a Continuing Guaranty (“Guaranty 2”) personally and unconditionally guaranteeing J-Lin Trucking’s performance on all of its obligations to BHB. A true and accurate copy of Guaranty 2 is attached hereto as **Exhibit H**, which is incorporated herein by this reference.

Continuing Guaranty 3

43. On or about November 21, 2013, Mr. Jones executed a Continuing Guaranty (“Guaranty 3”) personally and unconditionally guaranteeing J-Lin Trucking’s performance on all of its obligations to BHB. A true and accurate copy of Guaranty 3 is attached hereto as **Exhibit I**, which is incorporated herein by this reference.

Continuing Guaranty 4

44. On or about January 15, 2014, Mr. Jones executed a Continuing Guaranty (“Guaranty 4”) personally and unconditionally guaranteeing J-Lin Trucking’s performance on all of its obligations to BHB. A true and accurate copy of Guaranty 4 is attached hereto as **Exhibit J**, which is incorporated herein by this reference.

Continuing Guaranty 5

45. On or about June 24, 2015, Mr. Jones executed a Continuing Guaranty (“Guaranty 5”) personally and unconditionally guaranteeing J-Lin Trucking’s performance on all

of its obligations to BHB. A true and correct copy of Guaranty 5 is attached as **Exhibit K**, which is incorporated herein by this reference.

COUNT I: BREACH OF CONTRACT (LOAN AND SECURITY AGREEMENTS)

46. BHB incorporates by reference Paragraphs 1 through 45 as if set forth at length herein.

47. BHB and J-Lin Trucking entered into valid contracts (Agreement 1 through 5, hereinafter “Agreements”) where J-Lin Trucking agreed to make monthly payments to BHB for use of Equipment 1 through 5 (hereinafter “Equipment”).

48. J-Lin Trucking defaulted on the terms of the Agreements and therefore is in default for failure to pay.

49. BHB sustained significant damages in the amount of \$369,142.91 due to J-Lin Trucking’s breach and default of the Agreements.

WHEREFORE, Plaintiff, BMO Harris Bank N.A., demands the following relief against Defendant J-Lin Trucking, Inc. compensatory damages in the amount of \$369,142.91 as well as interest, reasonable attorneys’ fees and costs; and such other relief as the Court may deem equitable and just.

COUNT II: BREACH OF CONTRACT (CONTINUING GUARANTIES)
(Against James Jones)

50. Plaintiff incorporates by reference Paragraphs 1 through 49, as if set forth at length herein.

51. Mr. Jones’s guaranties represent a contractual agreement between BHB and Mr. Jones.

52. By executing the guaranties, Mr. Jones guaranteed the repayment of all amounts due under the Agreements and expressly agreed, and is obligated, to pay BHB's reasonable attorney fees and costs of any action upon J-Lin Trucking's default.

WHEREFORE, Plaintiff, BMO Harris Bank N.A., demands judgment against Defendant James Jones in the amount of \$369,142.91 as well as reasonable attorney fees and costs and such other relief as the court may deem equitable and just.

Date: May 24, 2017

WONG FLEMING, P.C.

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